LABOR MANAGEMENT AGREEMENT

FALL RIVER SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

AFL — CIO

COUNCIL 93, LOCAL 1118

MAINTENANCE EMPLOYEES

July 1, 2021 through June 30, 2024

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THIS AGREEMENT ENTERED INTO by the FALL RIVER SCHOOL COMMITTEE, hereinafter referred to as the Employer, and LOCAL 1118, STATE COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of maintenance employees of the Fall River Public Schools.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any Agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2
DISCRIMINATION AND COERCION

There shall be no discrimination by the Employer against any Employee because his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provisions of this Agreement or his/her refusal to comply with any order, which would violate this Agreement.

ARTICLE 3
GRIEVANCE PROCEDURE

Definition:

A. A grievance is a dispute as to the interpretation or application of this Agreement.

B. A grievant is an employee who files a grievance.

C. Day means calendar day, Saturdays, Sundays, and State mandated legal holidays excluded as the last day of the time limit.

D. Representative is a person or agent designated to represent either party in the grievance procedure.

E. Party in interest is a person, agent, or agency with an interest in the grievance. Class Action grievance is a formal grievance by two or more employees.

Procedures:

A. Grievance shall be processed promptly and expeditiously

B. Grievance shall be adjudicated according to the terms of this Agreement, time notwithstanding.

C. Formal grievance shall be filed in writing.

D. Communications and decisions concerning formal grievance shall be in writing.

E. The grievant shall be permitted representatives, limited to two (2) persons, and witnesses at all levels of the formal procedure.

F. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.

G. If the Employer fails to issue a decision within the specified time limits, it shall cause the grievance to move to the next level of the grievance process.

H. Class grievance shall be filed at Level III within ten (10) days of the occurrence.

I. Grievances shall be filed at the level where the infraction occurred.

J. All Terminations will immediately be filed with the Superintendent of Schools.

K. A representative of the Union must be present at ALL grievance hearings.

Processing:

A. Level I — Appeal —Formal Grievance

1. A grievant shall file a formal grievance within ten (10) days of incident and shall specify the clause of the Agreement, the nature of the grievance, and the remedy with the Department Director for maintenance grievances. A hearing shall be held promptly within five (5) days of receipt of the formal grievance and he/she shall render his/her decision within five (5) days of the hearing.

B. Level II — Appeal to the Superintendent

1. Within ten (10) days of the decision at Level I, the grievant may request an appeal to the Superintendent or his/her designee. The appeal shall include all materials previously submitted.

2. The Superintendent or designee shall establish a hearing within ten (10) days following each request and notify the grievant at least five (5) days prior to the hearing date.

3. Within five (5) days of the said hearing, the Superintendent or designee shall notify the parties in interest of his/her decision.

D. Level III — Appeal to the School Committee

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III or if no disposition has been rendered within twenty (20) days after he/she has first met with the Superintendent or his/her designee,-file the grievance in writing, may be filed with the School Committee. The Sub-Committee of the School Committee will meet with the aggrieved person and the Union representative for the purpose of resolving the grievance.

E. Level IV — Arbitration/Division of Labor Relations (DLR)/Labor Relation Connection (LRC)

1. Within thirty (30) days of the decision of the School Committee, the-Union may request arbitration of the grievance by filing notice with the Superintendent.

2. The parties in interest shall request a list of arbitrators from the American Arbitration Association/Massachusetts Division of Labor Relations (DLR)/Labor Relations Connection (LRC).

3. Within seven (7) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested and the process repeated.

4. The arbitrator shall establish rules for the hearing, except as provided herein.

5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.

6. The arbitrator shall have no power to add to, subtract from, or alter the language of the Agreement. He/she shall have no power to make an award inconsistent with

law. He/she shall rule only on the interpretation, meaning, or application of the clause or clauses.

7. The arbitrator's decision shall be binding on all parties, except that if his/her decision requires legislative action, such decision shall be effective only if such legislation is enacted.

8. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.

3. All records of grievance processing shall be filed separately.

4. Forms of grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE 4
CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service and State Labor Laws, Rules and Regulations relative to seniority, promotions, transfers, discharges, removals, and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

ARTICLE 5
SENIORITY

The principle of seniority shall govern and control all cases of transfer as well as preference of vacation period. Seniority shall be defined as longevity within a job series or "time in trade/time in grade". In the event that seniority, as so defined, is also equal, total continuous service within the bargaining unit, then the employer, and then the City including service prior to an authorized absence shall be the determining factor.

ARTICLE 6
HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours for the balance of this Article shall be constructed to exclude lunch periods.

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

Summer hours (July 1 through August 31) for all Maintenance Personnel will be 6:00 AM to 2:30 PM with 30 minutes for lunch. Summer hours will also apply to school vacation weeks for all maintenance employees.

Working Hours for Maintenance Personnel

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

This schedule is for the entire year, with the exception for summer hours noted above.

ARTICLE 7
OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay. Any employee called back to work on the same day, after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time-and-one-half for all hours worked on recall. The employee shall be paid for a minimum of two (2) hours; in the event an employee is called back after 12:00 Midnight and before 6:00 a.m., he/she will receive a minimum of four (4) hours pay.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. When in the case of extreme emergencies it is necessary to call in personnel from other areas other than the area which normally performs such related work, they shall be released from their duties first when the workload lessens.

Overtime work shall be voluntary provided the Union guarantees that sufficient personnel shall be available for overtime work. There shall be no discrimination against any employee who declines to work overtime. The Committee reserves the right to schedule emergency overtime work. Emergency work may not be refused by an employee except for just cause.

For Courier Overtime: Current Couriers will have preference for Overtime prior to offering any hours to other employees in the department.

After Couriers, other Maintenance department employees who hold a valid 7D license will have preference prior to offering any hours outside the maintenance employees.

If no couriers or other qualified maintenance department personnel accept the overtime, then it may be offered to any member outside the maintenance department holding a valid 7D license. If there is overtime that is not accepted through the above steps, the department reserves the right to assign overtime in reverse order of seniority.

Notwithstanding the above language, there shall be no requirement to offer overtime should a coach, adviser, or other employee holding a 7D license transport students or staff to any event in a department vehicle.

ARTICLE 8
UNION REPRESENTATIVES

A written list of Union representatives shall be furnished to the School Committee through the Director of Maintenance.
Representatives desiring to attend meetings of State and National bodies without loss of pay will request such leave in accordance with the current policy of the Fall River School Committee.

In accordance with the provisions of Section 12 of Chapter 150E of the General Laws of Commonwealth of Massachusetts as amended, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For existing employees, such payment shall commence thirty-one (31) days following the date of their employment.
The employer will provide the Union Steward the name, title and starting pay of any new employee hired into the bargaining unit.

The Union shall be provided the opportunity to meet with the new employee(s) for no less than thirty (30) minutes within ten (10) days of their hire date. These meetings shall be held during normal working hours and neither the new employee of the Union representative shall suffer any loss of wages, benefits or other privileges during the allotted time. The Parties agree to work together for the purposes of scheduling these orientations.

Members of the Union Negotiating Committee shall be granted time off to participate in these activities including meetings with management and preparatory meetings with the team for those meetings. No members of the Negotiating Committee shall suffer any loss of wages, benefits or other privileges during these periods. Members will notify their immediate Supervisor of such scheduled meetings.

ARTICLE 9
HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day, January 1st	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	*Friday after Thanksgiving
Patriots' Day	*Day before Christmas
Memorial Day	Christmas Day December 25th
Juneteenth	*Day after Christmas
Independence Day	*Day before New Year's
Labor Day	

*A. These days granted only if there is no session of school.
*B. Holidays only when it falls on a regular workday, Monday through Friday.

In the event that a paid holiday falls on a Saturday, all full-time employees scheduled to work from Monday through Friday shall receive a floating vacation day to be used at any time during the calendar year. In the event that the employee requests and is denied the use of his/her floating vacation day due to operational needs, the employee shall have the option of being paid for the day at the end of the year or carrying over for use in the next year. All holidays shall be those in which the State decrees that all school buildings be closed.

Holiday pay shall be eight (8) hours' pay at Straight-time rate.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to two (2) times his/her regular rate of pay for all hours of work, but in no case shall this be less than an amount equal to four (4) hours' work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, triple time his rate of pay will be paid for all hours over eight (8).

No holiday pay will be granted or paid if an employee does not report for work on the workday immediately preceding the holiday and the workday immediately following the holiday, unless the employee is on vacation, sick leave, or any other authorized leave with pay.

ARTICLE 10
SICK LEAVE

A. Effective July 1, 2018, all maintenance employees shall receive 14 sick days per year.

An employee who leaves work during the workday will have that portion of the day during which he/she does not work deducted from his/her sick leave eligibility to the nearest hour.

Sick Leave Bank:

1. The Sick Leave Bank is for use by eligible members of the custodial/maintenance staff covered by this Agreement who have exhausted their own accumulated sick leave and who have a serious illness.

2. Effective July 1, 2021 every employee who is hired shall be enrolled in the sick leave bank and have their sick leave accumulation reduced by one (1) day. Each unit member shall have their sick leave accumulation reduced by one (1) day each year on September for the term of this Agreement, and those days shall then be deposited in the bank. In the event the Sick Leave Bank is exhausted during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day, and that day shall be deposited in the bank to be used as provided in paragraph (1) above. The parties agree that the number of days contained in the Sick Leave Bank shall be maintained at a minimum level of 350 days. The employees will ensure that there are always a sufficient number of days contained in the Sick Leave Bank.

3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. A maximum award of fifty (50) days in any one-year period (September 1s^{t} through August 30) is in effect.

4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members; three (3) members shall be designated by AFSCME to serve at its discretion, and two (2) members shall be designated by the School Committee to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of sick leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave:

    a. adequate medical evidence of serious illness, and
    b. prior utilization of all eligible sick leave.

5. All requests by custodial/maintenance personnel seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the treating physician on the nature of the illness and a probable return date. The Sick Leave Bank Committee will then review the request and approve it or deny it based on its merit. The decision of the Sick Leave Bank Committee will be final and binding, not subject to any further appeal by the applicant.

6. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital, or other institution specializing in such disabilities.

7. The custodian or maintenance personnel are required to reimburse to the Sick Leave Bank fifty (50) percent of the allotted days. The amount and the period for reimbursement may be adjusted by the Sick Leave Bank Committee; in no event shall the reimbursement period exceed three (3) school years beginning with the closest September following the use of the Sick Leave Bank.

8. Any days unexpended from the Sick Leave Bank will be carried over to the following year.

B. In the event of a death in the immediate family, employees shall be entitled to a leave of absence for five (5) days without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include father, mother, brother, sister, husband, wife, child, grandchildren, grandparents, or immediate in-laws, or a member of the immediate household.

C. Employees will be entitled to three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during working hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave, except in the case of emergencies, and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. Such absence shall not be deducted from the number of days to the credit of the employees. Personal days will be accumulative at the rate of one (1) day per year.

D. The Superintendent may, when emergencies arise such as attendance at court in which the employee is not a principal party or the reception of a degree, excuse the absence without loss of pay for a period not exceeding one day in each year, but such absence shall be deducted from the number of days to the credit of the employee. The Superintendent may excuse any employee who requests absence for Jewish holidays without loss of pay, but such absence shall be deducted from the number of days to the credit of the employee.

E. The Superintendent shall have the power to excuse any employee for one (1) day's absence to attend the funeral of a relative, not herein covered, without loss of pay but such absence shall be deducted from the number of days to the credit of the employee.

F. Employees who serve or are serving in the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed their duties as employees of the City of Fall River, and such periods of service in the Armed Forces shall not be deducted from their experience categories.

G. Absence due to quarantine periods within the household of an employee shall be paid for in full for a period not to exceed five (5) school days and shall not apply against the credit of sick leave provided the employee takes up temporary residence in a place where there are no children attending school; and provided he or she immediately notifies the Superintendent of Schools and the Board of Health of said change of residence; and that he or she remains under the observation of the Board of Health during the period of quarantine and is given at the end of the period a certificate by the Board of Health authorities permitting him or her to return to duty.

H. The sick leave plan shall be considered as having been activated as of September 1, 1948, with employees who fall into the above-listed experience categories with respect to years of service in the Fall River Public Schools being henceforth entitled to the annual number of days specified.

I. On the effective date of the adoption of the amended plan (September 1, 1965), no employee shall lose credit for previously accumulated sick leave allowance.

J. 1. The Committee and Association agree that the Fall River School Department is committed to optimizing staff and student attendance and eliminating the inappropriate use of sick

leave. Each employee has a responsibility for limiting her or his use of personal sick leave to legitimate purposes as identified in this contract. It is also agreed that Fall River School Department Administrators have a right and responsibility to monitor sick leave and verify that sick leave is restricted to legitimate use. Fall River School Department Administrators shall take fair and appropriate corrective action whenever there is a misuse of sick leave.

2. An employee absent for any period exceeding five (5) consecutive days because of personal illness shall file with the Superintendent of Schools a statement from a competent physician certifying his or her good health and physical ability to resume his or her duties.

3. The Superintendent or Superintendent's designee may require an employee who is on sick leave for five (5) or more consecutive days to provide a written statement from a qualified physician that documents that the employee was not able to work.

4. The Superintendent or Superintendent's designee may require an employee who has been absent for 12 or more days in a given work year or who has a pattern of sick leave that raises concern about possible misuse of sick leave, to provide a written statement from a qualified physician that documents that the employee was not able to work. This requirement is applicable to each sick leave occurrence which may involve one day or two or more consecutive days. If an employee receives notification of this requirement, they may request a meeting with HR to discuss receiving the letter, the reason(s) for any absences, and whether or not the requirement will remain in effect. The employee will be notified of HR's decision and if applicable, the reason for the requirement to remain in effect. If it does remain in effect the time period is one (1) year, individually based on a rolling calendar, when the employee receives notification and is required to provide written statements. No later than the end of the one (1) year, the employee may request a meeting with HR to determine if the requirement will remain in effect. The employee will be notified of HR's decision and if applicable, the reason for the requirement to remain in effect.

5. An employee, who leaves work because of illness before half of her/his regularly scheduled work hours for that day are completed, will have a full sick day deducted from her/his sick leave accrual. An employee, who leaves work because of illness, after completing four or more hours work, will have a half sick day deducted from her/his sick leave accrual.

6. The above language is not intended to be in conflict with the Family Medical Leave Act.

K. The School Committee reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave who, in its opinion, may not be entitled to the same and/or who may be incapacitated to perform some official duties. The opinion of the independent physician shall be final.

L. Whenever an employee is absent from school as a result of personal injury to him/her caused by an accident or assault upon him/her occurring in the course of his/her employment during any period for which weekly total incapacity compensation is payable under Massachusetts General Laws, Chapter 152, Section 69 as amended, the employee in addition to such total incapacity compensation, shall be paid out of his/her sick leave allowance which, when added to such compensation, will result in the payment to him/her of his/her full salary until any sick leave allowance which the employee has to his/her credit has been used. Sick leave time deducted for said payment will be prorated

in accordance with the ratio that the School Department bears to the employee's total weekly salary during this period. The mechanics of payment to the employee will be to compensate directly from sick leave, as available, and to apply the Workmen's Compensation award toward refunding of the employee's sick leave account.

The School Committee agrees to a re-opener clause on the language of Paragraph L above if the law changes during this contract period.

M. Sick Leave Severance Benefit Payment.

There shall be a severance benefit pertaining to sick leave upon either retirement, termination for other than cause, or death while in the employ of the City payable in accordance with the following schedule: As of July 1, 2005, the lesser of fifty-five (55) days or the actual number of sick leave accumulated shall be paid upon separation from employment. In the event of death while in the employ of the City, the above allowance shall be converted into the form of a cash payment to the estate of the employee.

N. Protection of all Buildings Department Personnel

All Buildings Division personnel will immediately report, in writing, all cases of assault suffered by them in accordance with their employment to the Principal and the Director of Maintenance Services.

This report will be forwarded to the Committee which will comply with any reasonable request from the building personnel for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the building personnel, the police, and the courts.

In criminal or civil proceedings brought against building personnel alleging that he/she committed an assault in connection with his/her employment, the committee will, upon request of the Buildings Personnel, furnish legal counsel to defend him/her in such proceedings.

Attendance to members of the family within the household of the employee, who illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to such employees for this purpose in any one (1) calendar year.

O. If any program is instituted to give any other recognized bargaining unit free inoculations, the program will be made available to maintenance personnel.

P. Attendance bonus each year of the contract, effective July 1of each year of the contract, retroactive. Attendance bonus: If the employee utilizes the following days, he/she will be entitled to the below amount:

$350.00 per year for 0 sick days utilized.
$250.00 per year for 1 sick day utilized.
$125.00 per year for 2 or 3 sick days utilized

ARTICLE 11
VACATIONS

The vacation year shall be the period 1 January to 31 December inclusive. Each employee shall be credited as of 1 January with vacation leave with pay as follows:

A. One (1) day paid vacation for each month worked in the previous calendar year up to a maximum of ten (10) days.
B. Two (2) weeks paid vacation after completing one (1) full year of employment with the City of Fall River.
C. Three (3) weeks paid vacation after completing four (4) years of employment with the City of Fall River.
D. Four (4) weeks paid vacation after completing ten (10) years of employment with the City of Fall River.
E. Five (5) weeks paid vacation after completing fifteen (15) years of employment with the City of Fall River.
F. After an employee has served twenty (20) years, he/she shall be allowed an additional one (1) day of paid vacation for each year served after twenty (20) years to a maximum of six (6) weeks paid vacation.

When an employee reaches the anniversary date, which will earn an increase in vacation (i.e., one, four, ten, fifteen, twenty, etc.), that additional vacation will be available to the employee between the anniversary date and the end of the current vacation year.

If because of illness the employee cannot take the vacation time as scheduled between 1 January and 31 December of any given year, the employee's vacation time shall be accumulated and taken in the following year together with the vacation scheduled for that employee in said following year.

Vacation days awarded on a first-come, first-serve basis with the understanding that employees shall be permitted to carryover all refused days. All vacation days must be selected by October 31 of the year in which they are taken.

Employees who accrue vacation in excess of five weeks per year shall be entitled to use this time in increments of one day. The day has to be requested in advance and shall be approved based on staffing requirements and the number of employees on vacation.

Vacation and Personal Days:

Normally, maintenance staff is expected to take full vacation weeks. Half vacation days and personal days (4 hour increments) will only be available for single vacation days which may exist as left over vacation days from vacation weeks which might have included a holiday.
It is agreed that up to 75% of each trade group among maintenance personnel shall be permitted to utilize vacation time in any given week. In those situations where there are only two employees in a particular trade, such as the electricians, only one employee shall be permitted to take vacation in the same week. Eligibility for vacation time shall be governed by the collective bargaining agreement.

ARTICLE 12
JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 13
MATERIALS, EQUIPMENT, TOOLS, LICENSE FEES

The Employer agrees to provide all materials, equipment, tools, and license fees required to perform the duties assigned to the employees covered by this Agreement.

Maintenance employees are expected to wear proper gear for weather conditions (rain gear, poncho, winter coat, gloves, etc.) so that they can perform their duties during their shift.

Employees in the bargaining unit will receive a clothing/footwear allowance of $900.00 ($700/$200) annually, in a separate check that will be issued by the second pay period of the fiscal year. Effective July 1, 2023 the clothing/footwear allowance will be increased to $1,200.00 ($900.00/$300.00) annually. Bargaining Unit members will be responsible for purchasing the required OSHA approved footwear immediately.

Employees will wear a Navy, Black, or Grey, Purple, Pink or Seafoam Green T-shirt or polo style shirt bearing an FRPS logo to be supplied by the department. Employees will wear Polo style shirts and pants for 180 days (school year) and the remainder of the days, or when school is not in session (no students, vacations) they shall be allowed to wear T-shirts and appropriate shorts (no gym shorts). Employees may wear the same colors of a hooded sweatshirt or jacket.

During the school year employees will wear pants, appropriate shorts (no gym shorts) are not acceptable unless notified by the Chief Operating Officer or his/her designee that due to notification that the temperature will be in excess of ninety (90) degrees and that the wearing of appropriate shorts has been authorized for a specific amount of time/days. If the Chief Operating Officer or his/her designee does not send any notification, employees are expected to be wearing pants and in uniform.

Employees who are determined to be out of uniform will be subject to progressive discipline, up to and including suspension or termination for repeat offenses.

Upon ratification of the contract by all parties all employees in the bargaining unit shall receive a one-time allowance of $100.00 for the purchase/reimbursement of foul weather gear.

The Department will no longer be responsible for providing foul weather gear.

Employees may receive reimbursement for courses or professional development related to their positions and approved by management.

Stipends for acquiring and maintaining licenses or applicable certifications shall be included in employees base wages as noted below.

CDL A	$1,000.00
CDL B	$500.00
Hoisting License	$1,000.00
Painter	

Lead Abatement	$1,000.00
Carpenter	
Construction Supv.	$1,000.00

New titles reflecting these duties shall be created and the compensation in the wage table shall include the annotated amounts calculated included in their compensation. (Ex. $1,000.00 divided by 2,080 hours (40 hours/week) = .48/hour increase in hourly compensation. Groundskeeper rate of pay $24.69, Groundskeeper CDL A $25.17, Groundskeeper CDL A/B/Hoisting $25.89). In order to be eligible for a stipend, the license an employee holds must be related to the discipline/position he/she holds. (Ex. A licensed plumber would not also receive a stipend for Electrical License, or Construction Supervisor, etc.).

ARTICLE 14
JOB POSTING AND BIDDING

Announcements of vacancies are to be posted seventy-two (72) hours after they become known on a bulletin board in a conspicuous place in the building occupied by the Chief Operating Officer or his/her designee. All positions will be shared in accordance with the above via email and the district's electronic communications system.

The notice of vacancy shall remain posted for fifteen (15) days, and position shall be filled at the next regular School Committee meeting. Employees interested will make their interest known in writing to the Chief Operating Officer or his/her designee. Additionally, all positions will be shared in accordance with the above via email and the district's electronic communications system.

All promotional vacancies will be filled based upon the match between the candidate's qualifications and past work performance with the position's requirements. When these factors are equal, seniority will prevail. Seniority shall be defined as longevity within a job series or "time in trade/time in grade". In the event that seniority, as so defined, is also equal, total continuous service within the bargaining unit, then the employer, and then the City including service prior to an authorized absence shall be the determining factor. This section does not apply to lateral transfers.

All employees temporarily filling a position with a higher rate of pay shall receive the higher rate starting on the 1st day of work in that position.

All positions will be posted in accordance with the above at the Office of the Chief Operating Officer. A copy of all vacancies and promotional vacancies will also be sent to the Union President and the Maintenance Steward and an email of the same will also be sent to the work email of all bargaining unit employees.

~~When a member is absent from an assigned or appointed position, whether through a workman's compensation injury or by utilizing sick leave for twelve (12) weeks, that position may be forfeited. Management will consult with the school administrator at that site and determine if they will re-posting the position. The employee that was formally assigned shall have forfeited the position and will be reassigned when he/she returns to work.~~

Any new employee who has successfully completed their probationary period shall be allowed to apply for any posted position.

Once an employee successfully bids on a position, said employee shall be locked into that school or position and cannot bid out for one (1) year from the date of his/her appointment by the Superintendent.

If the current Director of Maintenance position is vacated and subsequently filled, there shall be a designation of a Foreman/Lead and reclassifying those designated Foremen/Leads into title(s) of either their respective II title. For any category that having three or more employees currently designated as skilled tradesman or licensed tradesman.

If the current Director of Maintenance position is vacated and subsequently eliminated or unfilled, there shall be a designation of a Foreman/Lead and reclassifying those designated Foremen/Leads into title(s) of either their respective II title. For any category that has two or more employees currently designated as skilled tradesman or licensed tradesman.

ARTICLE 15
MISCELLANEOUS

1. Shop Stewards shall work out of the Shop so as to be available to workers and Management at all times if requested by the Steward Elect and if deemed practical and feasible by the School Committee or its designee.

2. Bulletin Board — A bulletin board for the publishing of notices of a routine nature will be maintained in a conspicuous place in the building occupied by the Director of Maintenance Director.

3. All reasonable benefits, privileges, or working conditions existing prior to this Agreement, which affect employees of the bargaining unit as a whole and not in conflict with this Agreement, shall remain in full force and effect during the term of this Agreement. In the event that a question should arise as to whether a condition of employment is a reasonable past practice and should continue in effect as a practice, the parties to this Agreement shall meet and attempt to resolve the issue. In the event that the parties cannot agree, the matter shall be submitted to arbitration under the provisions and procedures of this Agreement. A past practice, as set forth above, is not to be constructed as setting general practice when it relates solely to an individual.

4. No Discrimination — The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, gender, sexual orientation or age, and that such persons shall receive the full protection of this Agreement.

5. Access to Premises — The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1118 to enter the premises at any time for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees or

with the proper educational operation of the schools. Prior to the Staff Representative exercising this provision he/she shall give advance notice of one business day to the Director of Maintenance unless there are extenuating circumstances which make this notice impossible.

6. Consultation Procedure — The School Committee agrees that once during the months of October, December, February and April, prior to the fifteenth of each said month, it will meet with representatives of the Union in special session for the purpose of discussing such matters as the Union determines upon written request from the Union. The union agrees that one or before the first of each of the above enumerated months, it will provide the School Committee with a written list of the topics it wishes to discuss with the School Committee. There will be not more than five (5) members appointed by the Union per meeting. These meetings may be called by the Union or School Committee. The moving party to submit an agenda in accordance with the language stated above.

7. Full Bargaining Provision — The parties agree that they have fully bargained and agreed upon all terms and conditions of employment, and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

8. Separability and Savings — If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction including but not limited to the Division of Civil Service, or if compliance with or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall be not affected thereby and shall continue in full force and effect.

9. Work Continuity — The Union agrees that for the life of this contract there shall be no strike, slowdown, sickout or other similar concerted action.

10. Management's Rights — Except as specifically provided otherwise in this Agreement, the employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management as provided for under applicable statutes and reserves and retains all powers, authority, and prerogatives including, without limitation, the exclusive right to issue reasonable rules and regulations governing the conduct of his/her department provided that rules and such regulations are not inconsistent with the expressed provisions of this Agreement.

11. Telephone Stipend Effective July 1, 2018 ($25.00/month) for employees who are required to be available via a cell phone that are using a non-department phone. Effective July 1, 2022 the cell phone stipend shall be increased to $35.00/month. (Includes Carpenters, Electricians, Groundskeepers, Painters, Plumbers, Steamfitters) If the employee fails to respond to a call or message from the department within 30 minutes, they will receive written warning. If the failure to respond persists, the stipend will be permanently withdrawn from that employee.

12. The Skilled Tradesman I— A Storekeeper shall be present whenever stock, materials, or equipment is removed from the stockroom provided he/she is available.

13. Effective January 1, 2018, the vehicle allowance shall be $350.00 per month for a total of $4,200.00 per year. Effective July 1, 2022 the vehicle allowance shall be increased to $375.00 per month for a total of $4,500.00 per year.

The categories covered are: Painters, Carpenters, Mason Plasterer, Electricians, Plumbers, HVAC, Steam Fitter, Cement Finisher/Grounds Keeper, as well as the Working Foreman of any of the categories previously mentioned. The Department reserves the right to assign a vehicle rather than the allowance. In the case where there is more than one employee in the department area where the vehicle is assigned, the vehicle will be assigned in reverse order of seniority.

14. Annually, a total of eight (8) days will be available so that members of the maintenance or custodial staff might be allowed to attend bona fide seminars connected with custodial and/or maintenance duties. The School Committee, upon the recommendation of the Director of Maintenance and the Superintendent or designee, will determine the number and the individuals who would be allowed to attend. This decision will be based upon the manpower needs of the School Department at the time the seminars are to take place. This clause limits itself to seminars that are conducted during approved times.

15. At the beginning of each school year each employee, under this Agreement, shall receive a written statement indicating the amount of sick leave accumulated to that employee.

16. The Fall River School Committee retains the right to employ independent contractors. No employee within the bargaining unit shall be laid off as a result of the exercise of such right.

17. In the event the School Committee entertains an early retirement incentive program, the parties to this Agreement agree to meet and discuss same.

18. All unit employees shall use direct deposit.

19. Blue Cross Blue Shield co-payments for prescription medication will increase so that the current $3 payments will become $5 payments and current $4 payments will become $10 payments. This change will not take effect until an agreement has been reached with all city and school department bargaining units, however, not earlier than March 1, 2005. These co-payments do not apply to prescriptions provided through Fall River Meds, the city employees' optional mail order program which does not require any co-payments.

20. Office visit co-payments for all health insurance plans will increase from Five Dollars ($5.00) per visit to Ten Dollars ($10.00) per visit. This change will not take effect until an agreement has been reached with all city and school department bargaining units.

21. This Agreement shall become effective July 1, 2021 and shall continue in effect toand including midnight June 30, 2024.

22. Employees agree to a drug testing program (to be developed). The drug testing program would involve reaching a "reasonable suspicion- requirement by a trained individual, No random testing. Employees testing positive for the first time would then be directed to Employee Assistance Program.

23. Effective July 1, 2020, the position of Assistant Store Keeper shall be reassigned to “Storeroom Helper”.

24. All employees who are performing snow plowing shall receive .75/hr. added to their base wage while performing those duties and shall be included in overtime calculations as their base rate of pay.

Negotiations on proposed changes or amendments to the terms of this Agreement shall begin no later than October 1, in the final year of the Agreement and shall continue until an Agreement is reached or until this Agreement has been terminated.

ARTICLE 16
PERFORMANCE EVALUATIONS

Section 1

Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances

B. Serve as an important motivational tool and improve the quality of job performance.

C. Enhance the ability to achieve School Department goals through improved supervisor-employee communications.

D. Base personnel actions on objective, accurate and fair performance appraisals.

E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process.

Performance evaluations should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2

Performance evaluations for probationary employees shall be made at the completion of the first three (3) months of probationary service and again prior to the completion of their six (6) months of probationary service.

Performance evaluations for non-probationary employees shall be made once per year. Evaluations shall be completed by May 1st of each evaluation period.

Such evaluation shall be recorded in writing on the form in appendix C and shall be based on the following criteria:

A. Quality and quantity of work;
B. Work habits;
C. Work attitudes;
D. Working relationships with others; and,
E. Supervisory ability (if employee supervises others).

Section 3

Each employee shall receive a written copy of his/her evaluation and shall be entitled to fully participate in the evaluation exercise' with his/her immediate supervisor.
Maintenance employees will be evaluated by the Chief Operating Officer or his/her designee in cooperation with their respective lead. If requested, the employee may discuss the evaluation with the Chief Operating Officer. All evaluations will be signed by both the employee and the individual conducting the evaluation

Section 4
The Human Resources Department, shall receive and validate all evaluations and shall retain such evaluations, and evidence or materials submitted in support of such evaluation, in the respective official personnel file of each employee.

Section 5

Any evaluation so retained in respect of any employee may be reviewed by such employee in the Human Resources Department at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Human Resource department and the employee. An employee shall have the right to file a written statement in response to any such evaluation within thirty (30) days of receiving evaluation.

Section 6

An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
Employees may grieve the evaluation procedure if the process is not as set out in the preceding sections of this Article.

ARTICLE 17

LAYOFF AND RECALL

LAYOFF AND RECALL: In the event that there is a reduction in force, the principle of seniority within a departmental unit shall govern. Seniority shall be defined as longevity within a job series or "time in trade/grade". In the event that seniority, as so defined, is also equal, total continuous service within the bargaining unit, then the employer, and then the City including service prior to an authorized absence shall be the determining factor.

BUMPING: Employees who are qualified to perform work in other departments may bump less senior employees. If a person has previously held the position to which they seek to bump under this provision s/he shall be deemed qualified. In all cases the employee seeking to bump must be qualified to perform the duties and responsibilities of the position.
All employees laid off under this provision shall have reinstatement rights to the

position he/she held in the departmental unit for a period of two (2) years. Employees laid-off pursuant to this provision shall be able to bid for posted positions in other City Departments or Divisions. The hiring decision will be made by the appropriate appointing authority and qualifications will be the determining factor in selecting a candidate.

Employees shall be selected for layoff in each job classification in each title according to the following order:

1) seasonal positions, at the discretion of the Appointing Authority;
2) emergency appointments, at the discretion of the Appointing Authority;
3) provisional or temporary employees with less than six (6) months seniority, at the discretion of the Appointing Authority;
4) provisional or temporary employees with more than six (6) months seniority, in inverse order of seniority;
5) permanent employees, in accordance with the provisions of M.G.L. c. 31.

It is the intention of the parties that the provisions of this Article should read to conform to the requirements of M.G.L. c.31. It is also the intention of the parties that the provisions of this Article apply except when prohibited by law.

ARTICLE 18

LABOR MANAGEMENT COMMITTEE

1. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor-Management Committee shall be established which shall consist of no more than three (3) representatives designated by the Employer and no more than three (3) representatives designated by the Union. Either side may invite additional members to attend meetings based upon the topic of the meeting.
2. The Committee shall meet within thirty (30) calendar days upon ratification of this agreement by both parties and as needed thereafter. The topics discussed shall relate to general application of this Agreement and to other matters of mutual concern, including improvement of employer/employee relations, health and safety, improvement of productivity, departmental training, trade and other allowances and clothing requirements.
3. The Committee shall report their findings to the Superintendent of the Superintendent's designee and to the Union.

ARTICLE 19

MEMBERSHIP DUES

AGENCY FEE INFORMATION

The Employer shall be required to provide the Union with the following information:

1. The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction card for the purposes of conducting business between the Union and the Fall River School Committee. The Union and the Fall River School Committee agree that employee information will not be released to any third party outside of the business relationship existing between the Union and the Fall River School Committee, unless directed in writing, by the employee.

2. Concurrent with the issuance of weekly/ bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. These deductions and roster-information will be transmitted to the AFSCME Council 93 business office no later than the 15th of every month – and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

DURATION

This Agreement shall become effective July 1, 2021 and shall continue in effect to and including midnight June 30, 2024, as ratified on **February 17, 2023**.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in the City of Fall River, Massachusetts, on this_____ day of _____.

FALL RIVER SCHOOL COMMITTEE

Mayor Paul Coogan, Chairperson

Mimi Larrivee, Vice Chairperson

Kevin Aguiar

Bobby Bailey

Paul Hart

Shelli Pereira

Sara Rodrigues

Bruce A. Assad, Legal Counsel

AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1118

Michael J. Coogan, Southeast Area Coordinator

Sandra St. Martin, President

AFSCME LOCAL 1118

AFSCME LOCAL 1118

AFSCME LOCAL 1118

APPENDIX A
MAINTENANCE SALARY SCHEDULE

Maintenance Pay Scales

Skilled Worker I	7/1/2021	7/1/2022	7/1/2023
Groundskeepers, Cement Finisher, MEO, HEO			
Hourly	$ 26.46	27.25	28.07
Weekly	$ 1,058.43	1090.18	1,122.88
Bi-weekly	$ 2,116.86	2180.36	2,245.77

Skilled Tradesman I	7/1/2021	7/1/2022	7/1/2023
Painter, Carpenter, Storekeeper, Mason/Plasterer, Unlicensed Tradesman, Lead Courier			
Hourly	$ 27.04	27.85	28.68
Weekly	$ 1,081.50	1,113.94	1,147.36
Bi-weekly	$ 2,163.00	2,227.89	2.294.73

Licensed Tradesman I	7/1/2021	7/1/2022	7/1/2023
Plumber, Steamfitters, Electricians, HVAC			
Hourly	$ 30.98	31.91	32.87
Weekly	$ 1,239.30	1,276.48	1,314.77
Bi-weekly	$ 2,478.59	2,552.95	2,629.54

Courier / Driver	7/1/2021	7/1/2022	7/1/2023
Hourly	$ 23.40	24.10	24.83
Weekly	$ 936.06	964.14	993.07
Bi-weekly	$ 1,872.13	1,928.29	1,986.14

*** Level II is used as the rate for the Lead of that classification**

Skilled Worker II (Lead/Foreman)	7/1/2021	7/1/2022	7/1/2023
Groundskeepers, Cement Finisher, MEO, HEO			
Hourly	$ 27.91	30.46	28.07
Weekly	$ 1,116.52	1,218.34	1,122.88
Bi-weekly	$ 2,233.04	2,436.67	2,245.77

Skilled Tradesman II (Lead/Foreman)	7/1/2021	7/1/2022	7/1/2023
Painter, Carpenter, Storekeeper, Unlicensed Tradesman Lead			
Hourly	$ 29.57	30.46	31.37
Weekly	$ 1,182.85	1,218.34	1,254.89
Bi-weekly	$ 2,365.70	2,436.67	2,509.78

Licensed Tradesman II (Lead/Foreman)	7/1/2021	7/1/2022	7/1/2023
Plumber, Steamfitters, Electricians, HVAC			
Hourly	$ 33.81	34.83	35.87
Weekly	$ 1,352.60	1,393.17	1,434.97
Bi-weekly	$ 2,705.19	2,786.34	2,869.94

Unskilled Tradesman/Laborer	7/1/2021	7/1/2022	7/1/2023
Hourly	$ 18.87	19.44	20.19
Weekly	$ 754.80	777.44	800.77
Bi-weekly	$ 1,509.60	1,554.89	1,601.54
Assistant Storekeeeper (*Changed)	7/1/2021	7/1/2022	7/1/2023
Hourly	$ 20.63	**	**
Weekly	$ 825.24	**	**
Bi-weekly	$ 1,650.47	**	**

Courier / Driver	7/1/2021	7/1/2022	7/1/2023
Hourly	$ 23.40	24.10	24.83
Weekly	$ 936.06	964.14	993.07
Bi-weekly	$ 1,872.13	1,928.29	1,986.14

Storeroom Helper (*Asst. Storekeeeper)	7/1/2021	7/1/2022	7/1/2023
Hourly	$ 23.20	$ 23.89	$ 24.61
Weekly	$ 927.82	$955.66	$ 984.33
Bi-weekly	$ 1,855.65	$ 1,911.32	$ 1,968.66

Appendix B
LONGEVITY PAYMENT SCHEDULE

Longevity	Effective July 1, 2021
After five (5) years	$14.00
After ten (10) years	18.00
After twenty (20) years	22.00
After thirty (30) years	26.00

*Longevity to be computed from the Anniversary Date and paid on a weekly basis.

Appendix C

Fall River Public Schools — Performance Evaluation

Employee Name:_____ Position/Title:_____

School/Assignment: _____ Evaluation Period:_____

Rating Definitions:

5. Superior: Accomplished all goals or performed all tasks and excels in a substantial manner.
4. Above Standard: Performs all tasks above departmental standards.
3. Good: Meets departmental standards.
2. Fair: Does not meet some standards, improving and potentially acceptable (supervisor must provide specific examples).
1. Unsatisfactory: Many goals unrealized or many tasks not complete (supervisor must provide specific examples).
0. Not Applicable: Not relevant to job.

Circle the appropriate rating, use the comments area for examples.

Part A 1 Quality and Quantity of Work

a. Demonstrates knowledge of job, uses appropriate procedures to complete work	**5**	**4**	**3**	**2**	**1**	**0**
b. Amount of work accomplished during shift	**5**	**4**	**3**	**2**	**1**	**0**
c. Performs work with attention to outcome	**5**	**4**	**3**	**2**	**1**	**0**
d. Work is performed safely and efficiently with minimal disruption to surrounding area and operations	**5**	**4**	**3**	**2**	**1**	**0**
e. Work is performed thoroughly, and to completion	**5**	**4**	**3**	**2**	**1**	**0**
f. Organizes work efficiently and appropriately	**5**	**4**	**3**	**2**	**1**	**0**

Supervisor Comments:

Employee Comments:

Part A 2 Work Habits

a. Is regular in attendance at work	5	4	3	2	1	0
b. Observes established working hours	5	4	3	2	1	0
c. Completes work on a timely basis	5	4	3	2	1	0
d. Able to complete work without immediate supervision	5	4	3	2	1	0
e. Complies with instructions, rules, and policies	5	4	3	2	1	0

Supervisor Comments:

Employee Comments:

Part A 3 Work Attitudes

a. Strives to improve work techniques	5	4	3	2	1	0
b. Open to new ideas and follows procedure changes	5	4	3	2	1	0
c. Accepts constructive feedback and suggestions	5	4	3	2	1	0
d. Accepts responsibility for assigned tasks & areas	5	4	3	2	1	0
e. Exercises judgment appropriately	5	4	3	2	1	0
f. Adapts/ responds to emergency situations appropriately	5	4	3	2	1	0

Supervisor Comments:

Employee Comments:

Part A 4 Relationships with others

a. Works well with coworkers	5	4	3	2	1	0
b. Works well with the public when necessary	5	4	3	2	1	0
c. Cooperates with supervisors and staff	5	4	3	2	1	0
d. Follows established channels of communications	5	4	3	2	1	0
e. Exercises good judgment	5	4	3	2	1	0
f. Adapts to emergency situations	5	4	3	2	1	0

Supervisor Comments:

Employee Comments:

Part A 5 Supervisory Ability (where applicable)

a. Demonstrates leadership	**5**	**4**	**3**	**2**	**1**	**0**
b. Makes informed and timely decisions	**5**	**4**	**3**	**2**	**1**	**0**
c. Is fair and impartial with subordinates	**5**	**4**	**3**	**2**	**1**	**0**
d. Provides training and instruction to coworkers	**5**	**4**	**3**	**2**	**1**	**0**
e. Maintains acceptable performance standards	**5**	**4**	**3**	**2**	**1**	**0**

Supervisor Comments:

Employee Comments:

Part A 6 Safe Work Protocols (where applicable)

a. **Follows Safety Protocols, uses appropriate PPE**	**5**	**4**	**3**	**2**	**1**	**0**
b. **Requests and uses additional help appropriately**	**5**	**4**	**3**	**2**	**1**	**0**

Supervisor Comments:

Employee Comments:

Part B Comments of the Supervisor performing this evaluation:

Supervisor's Signature and Title

Date: _____

Employee Comments:

Employee's Signature

Employee's Signature does not imply agreement or disagreement & Date of Discussion: _____

Comments of the reviewer of this evaluation:

Signature